

Attorney's Docket No.: 14255-035001
Client's Ref. No.: ARC01-20100.00

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Number of pages including this page **13**

Applicant : David H. Kil
Serial No. : 10/662,765
Filed : September 15, 2003

Art Unit : Unknown
Examiner : Unknown


Title : Interactive And Automated Tissue Image Analysis With Global Training Database
And Variable-Abstraction Processing In Cytological Specimen Classification And
Laser Capture Microdissection Applications

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

A Revocation and New Power of Attorney dated September 27, 2006 is attached.

Respectfully submitted,

Date: October 24, 2006


Todd E. Garcia, Ph.D.
Reg. No. 54,112

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Telephone: (617) 542-5070
Fax: (617) 542-8906

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PAGE 1/13 * RCVD AT 10/24/2006 5:00:18 PM [Eastern Daylight Time] * SVR:USPTO-EFAX-5/22 * DNIS:2738300 * CSID:6175428906 * DURATION (mm-ss):03-48

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Attorney's Docket No.: 14255-035001 / ARC01-20100.00

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : David H. Kil

Art Unit : Unknown

Serial No. : 10/662,765

Examiner : Unknown

Filed : September 15, 2003

Conf. No. : 1510

Title : INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH
GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION
PROCESSING IN CYTOLOGICAL SPECIMEN CLASSIFICATION AND
LASER CAPTURE MICRODISSECTION APPLICATIONSRECEIVED
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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) MOLECULAR DEVICES CORPORATION, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. Copies of the assignments or other documents in the chain of title are attached.

1. From David H. Kil to Arcturus Bioscience, Inc., recorded in the Patent and Trademark Office at Reel 015774, Frame 0751 on September 13, 2004.

2. From Arcturus Bioscience, Inc. to Molecular Devices Corporation, as evidenced by the attached copy of Patent Assignment Agreement effective April 3, 2006.

CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

Date of Transmission

Signature

Typed or Printed Name of Person Signing Certificate

Applicant : David H. Kil
Serial No. : 10/662,765
Filed : September 15, 2003
Page : 2 of 3

Attorney's Docket No.: 14255-035001 / ARC01-
20100.00

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

J. PETER FASSE
Registration No. 32,983

JANICE L. KUGLER
Registration No. 50,429

TODD E. GARCIA
Registration No. 54,112

JOHN W. FREEMAN
Registration No. 29,066

TIMOTHY A. FRENCH
Registration No. 30,175

JOHN F. HAYDEN
Registration No. 37,640

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to:

PTO Customer Number: 26161

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

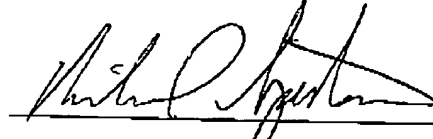
Applicant : David H. Kil
Serial No. : 10/662,765
Filed : September 15, 2003
Page : 3 of 3

Attorney's Docket No.: 14255-035001 / ARC01-
20100.00

Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: September 27, 2006



Richard Sportsman

Title: VP Assay and Reagent R&D

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110
Telephone: (617) 542-5070
Facsimile: (617) 542-8906

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MARCH 15, 2005

LUKAS IP GROUP
RIMAS LUKAS
P.O. BOX 3295
HALF MOON BAY, CA 94019

PTAS



102835829A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/13/2004

REEL/FRAME: 015774/0751
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KIL, DAVID H.

DOC DATE: 12/23/2003

ASSIGNEE:

ARCTURUS BIOSCIENCE, INC.
400 LOGUE AVENUE
MOUNTAIN VIEW, CALIFORNIA 94043

SERIAL NUMBER: 10662765

FILING DATE: 09/15/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN CYTOLOGICAL SPECIMEN CLASSIFICATION AND LASER CAPTURE MICRODISSECTION APPLICATIONS

015774/0751 PAGE 2

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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ASSIGNMENT
SOLE

THIS ASSIGNMENT, by David H. KIL (hereinafter referred to as the assignor), residing at 9411 Chantrelair Dr., Prospect, Kentucky 40059, witnesseth:

WHEREAS, said assignor has invented certain new and useful improvements, set forth in an application for Letters Patent of the United States, entitled **INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN CYTOLOGICAL SPECIMEN CLASSIFICATION AND LASER CAPTURE MICRODISSECTION APPLICATIONS** bearing Serial No. 10/662,765 and filed on September 15, 2003; and

WHEREAS, Arcurus Bioscience, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 400 Logue Avenue, Mountain View, CA 94043-4019 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon;

NOW for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor, had this sale and assignment not been made.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignor is the sole and lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, said assignor hereby covenants and agrees to and with said assignee, its successors, legal representatives and assigns, that said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

(Assignor)

Name: David H. Kil

Date:

12.23.2003

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (the "**Agreement**") is made and effective as of April 3, 2006, by and between Arcturus Bioscience, Inc., a California corporation ("**Seller**"), and Molecular Devices Corporation, a Delaware corporation ("**Purchaser**").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 3, 2006, by and between Seller and Purchaser (the "**Asset Purchase Agreement**"), Purchaser is acquiring from Seller all of Seller's right, title and interest in and to the Acquired Patents (as defined below).

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Seller does hereby sell, assign, and transfer, to the Purchaser, its successors, legal representatives, and assigns, the Seller's entire right, title, and interest in:

- (a) the patents and patent applications set forth on **Schedule I** hereto (collectively the "**Acquired Patents**");
- (b) any provisional or other right to recover damages, including royalties, for prior infringement of any Acquired Patent; and
- (c) any patents of the United States or other countries that may be granted for or on any patent application included in the Acquired Patents, including continuation, divisional, continuation-in-part, reissues, re-examinations and extensions of any such application or patent.

The above-granted rights, titles, and interests are to be held and enjoyed by the Purchaser, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Seller had this sale and assignment not been made.

Seller agrees and covenants that it will cooperate in any actions (i) necessary for Purchaser to effectuate the transfer and assignment of the Acquired Patents to Purchaser, including without limitation the execution of documents necessary to record the assignment with the appropriate government agencies, at Seller's reasonable cost and expense; (ii) necessary for Purchaser to prosecute, maintain, renew or register its rights, title and interests in and to the Acquired Patents, including without limitation United States and foreign registrations, at Purchaser's cost and expense; and (iii) brought to enforce and/or defend (including interference proceedings) the rights assigned to Purchaser pursuant to this Agreement against third parties, at Purchaser's cost and expense.

In the event of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Asset Purchase Agreement or any rights or obligations of the parties thereto. Nothing in this Agreement shall enlarge or expand the representations and warranties of Seller related to the Acquired Patents contained in the Asset Purchase Agreement. This Agreement shall be construed in accordance with, and governed in all

respects by, the laws of the State of California (without giving effect to principles of conflicts of laws).

The Seller hereby requests the Commissioner of Patents to issue the Acquired Patents of the United States to the Purchaser for the sole use and behalf of the Purchaser, its successors, legal representatives, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

By: 

Print Name: Timothy A. Harkness

Title: Chief Financial Officer,
Senior Vice President
Finance and Operations

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned has caused this Patent Assignment Agreement to be executed and delivered as of the date first above written.

PURCHASER:

MOLECULAR DEVICES CORPORATION

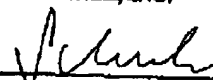
By: _____

Print Name: _____

Title: _____

SELLER:

ARCTURUS BIOSCIENCE, INC.

By: 

Print Name: A. SCHUH

Title: CEO

[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

Schedule I

All of the patents, patent applications and patent rights that are owned by Seller and that were used in or are used in the Life Sciences Business, or are currently being evaluated by Seller (as evidenced in Records) for use in the Life Sciences Business, including the patents, patent applications and patent rights identified in this **Schedule I**, and any counterparts, reissues, reexaminations, divisions, extensions, continuations and continuations-in-part of, and any other patents issuing therefrom or claiming priority thereto, any of the foregoing, in each case in any jurisdiction in the world.

“Life Sciences Business” shall mean any business operations of Seller related to the research, development, marketing and promotion of Seller’s instruments, reagents and disposable products for the molecular analysis of microscopic tissue samples, including the Specified Products, all as operated by Seller as of the date hereof. The “Life Sciences Business” expressly excludes Seller’s business operations that relate exclusively to research and development with a goal of identifying clinically useful biomarkers and commercialization of products and services that measure validated biomarkers for the purposes of reporting a diagnostic result to a human patient or physician. “Specified Product” shall mean Seller’s products for the molecular analysis of microscopic tissue samples including (a) all laser capture microdissection (LCM) instruments, (b) all reagents, disposable products and accessories used in connection with the LCM instruments, including reagents for nucleic acid isolation, amplification, detection and expression analysis, and micro-devices for low volume capture, extraction and purification of biological molecules, (c) all standalone products comprising any of the foregoing, and (d) all previous and future versions, translations, modifications, enhancements, improvements, upgrades, accessories, follow-ons or outgrowths of or to any of the foregoing or any related products currently under development. For clarity, the following Seller products are included in the Specified Products: Veritas™ XT Microdissection System, Veritas™ Microdissection System, PixCell® IIe LCM System, CapSure® LCM Caps, Paradise® Reagent System, Paradise® Whole Transcript RT Reagent System, RiboAmp® RNA Amplification Kit, RiboAmp® OA RNA Amplification Kit, RiboAmp® OA 1 Round RNA Amplification Kit, RiboAmp® HS RNA Amplification Kit, PicoPure® RNA Isolation Kit, PicoPure® DNA Extraction Kit, HistoGene® LCM Immunofluorescence Staining Kit, HistoGene® LCM Frozen Section Staining Kit, CapSure® HS LCM Caps, CapSure® Micro LCM Caps, ExtracSure™ Sample Extraction Devices, Miracol™ Purification Columns, PrepStrip™ Tissue Preparation Strips and AutoPix® Microdissection System. “Records” shall mean all books, records, files, data (whether in hard copy or electronic form), customer lists, customer records, copies of all documentation related to the accounts receivable generated from the Life Sciences Business, vendor records, research and development reports, scientific and technical documents (including original laboratory notebooks, data, vector maps, protocols, user manuals, and application notes that relate to the internal or commercial use of the Specified Products or otherwise to the Acquired Patents or Acquired Trademarks or that may be useful for prosecuting or enforcing the Acquired Patents or Acquired Trademarks) and advertising and promotional materials.

	Description	Jurisdiction	Registration / Application No.
70.	LOW VOLUME FILTRATION COLUMN DEVICES AND METHODS OF FILTERING THEREWITH	PCT	PCT/US03/23680
71.	LOW VOLUME FILTRATION COLUMN DEVICES AND METHODS OF FILTERING THEREWITH	CA	2,500,589
72.	LOW VOLUME FILTRATION COLUMN DEVICES AND METHODS OF FILTERING THEREWITH	EP	03772035.6
73.	ROAD MAP IMAGE GUIDE FOR AUTOMATED MICRODISSECTION	US	10/011,515
74.	ROAD MAP IMAGE GUIDE FOR AUTOMATED MICRODISSECTION	PCT	PCT/US01/47298
75.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	US	10/662,765
76.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	PCT	PCT/US2003/029060
77.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	CA	2,500,805
78.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	EP	03752395.8
79.	INTERACTIVE AND AUTOMATED TISSUE IMAGE ANALYSIS WITH GLOBAL TRAINING DATABASE AND VARIABLE-ABSTRACTION PROCESSING IN	AU	2003270687
80.	APPARATUS AND METHOD FOR HEATING MICROFLUIDIC VOLUMES AND MOVING FLUIDS	US	10/765,536
81.	LASER CAPTURE MICRODISSECTION ON INVERTED POLYMER FILMS	US	10/982,230
82.	LASER MICRODISSECTION METHOD AND APPARATUS	US	11/222,281
83.	LASER MICRODISSECTION APPARATUS AND METHOD	PCT	PCT/US2005/031897
84.	AUTOMATED MICRODISSECTION INSTRUMENT	US	11/236,045

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